

# INDEPENDENT CONTRACTOR AGREEMENT

**Role:** Direct Response Marketer (Soleil Infusion)

**90-Day Trial Period**

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## 1. PARTIES

**Company:**

Soleil Pharmacy, LLC / Soleil Infusion ("Company")  
801 Landmark Dr, Glen Burnie, MD 21061  
443-281-9157  
[www.soleilpharmacy.com](http://www.soleilpharmacy.com)

**Contractor:**

Ryan Christmas ("Contractor")  
Puerto Escondido, Oaxaca, Mexico  
[Email Address]  
[Phone Number]

**Effective Date:** 2/11/2026

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## 2. TERM + TRIAL

**Start Date:** 2/16/2026

**90-Day Trial Period:** Day 1–90 (ends 5/16/2026)

**At-Will Relationship:** Either party may terminate at any time per Section 11.

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## 3. SCOPE OF WORK (Soleil Infusion — Booking + Referral Engine)

Contractor will build and optimize direct response marketing systems focused on:

## Primary Focus Areas:

### **Booking:**

- Bilingual booking funnel(s) and appointment conversion
- Korean (KR) and Vietnamese (VN) community-focused funnels
- Mobile-first landing pages optimized for conversion
- Intake forms, calendars, and confirmation systems

### **Referral:**

- Partner/referral pipeline development and tracking
- Referral kit page creation
- Partner follow-up automation
- Referral source attribution (UTM tracking)

### **GHL Execution:**

- Workflows, forms, calendars
- Attribution and reporting dashboards
- SMS/email automation (confirmations, reminders, no-show rescue)
- Integration with booking and payment systems

### **Creative Operations:**

- Briefs for social ads/posts (Korean + Vietnamese communities)
  - Landing page copy (bilingual)
  - SMS/email scripts
  - CRO (Conversion Rate Optimization) tests
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## 4. COMPANY STANDARDS + PROFESSIONAL CONDUCT

Contractor agrees to follow Company policies and standards and comply with all applicable laws.

### Key Standards Include:

1. **Responsiveness:** Respond to Company communications within one business day
2. **Professionalism:** All communications conducted in professional manner

3. **Confidentiality:** Protect Company confidential information (lists, pricing, strategy, SOPs, metrics)
  4. **Problem-Solving:** Bring solutions when escalating problems
  5. **Accountability:** Take ownership of deliverables and meet deadlines
  6. **Collaboration:** Work effectively with Company staff and partners
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## 5. 90-DAY OUTCOMES (DEFINITION OF "PASS")

By Day 14 (Foundation):

- GHL calendar(s) + intake + confirmation/reminder/no-show rescue live
- Referral partner pipeline live + tracking links (UTM) + referral kit page
- Initial dashboard setup for tracking key metrics

By Day 45 (Scale):

- 2 language/community funnels (VN + KR) OR 1 bilingual funnel (per Company direction)
- Weekly testing cadence (one test/week) + dashboard reporting
- Social media content strategy for Korean + Vietnamese communities

By Day 90 (Optimization):

- Documented playbook + SOPs + repeatable weekly rhythm
- Demonstrated improvement in booking/show rate and referral conversions (see KPIs)
- Scalable system ready for expansion

**Failure to meet Day 60 milestones will trigger performance review and may result in immediate termination.**

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## 6. KPIs + WEEKLY REPORTING

Contractor will track and report weekly:

Primary Metrics:

- **Speed-to-Lead:** Time from lead submission to first contact (<5 minutes target)
- **Booking Rate:** % of leads that book appointments
- **Show Rate:** % of booked appointments that show up
- **No-Show %:** % of booked appointments that don't show (target <20%)

## Referral Metrics:

- **Referral Partners Added/Week:** New partners onboarded
- **Referrals/Week:** Number of referrals received
- **Referral → Booked %:** % of referrals that book appointments
- **Booked → Show %:** % of referral bookings that show up
- **Revenue/Partner:** Average revenue generated per referral partner

## Secondary Metrics (if ads running):

- **Cost per Booking:** Total ad spend ÷ bookings

## Weekly Deliverables:

- **Written Update:** Wins, metrics, blockers, next actions
- **Links to Assets:** All work product created that week (landing pages, workflows, copy)
- **Next Test:** What will be tested in the coming week

**Reporting Format:** Email or Loom video (3-5 minutes) sent every Friday by 5pm ET

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## 7. COMPENSATION

**Rate:** \$20.00 USD per hour

**Invoice Cadence:** Monthly (itemized hours by task + links to work product)

**Payment Terms:** Net 30 days from approved invoice

**Not-to-Exceed:** \$800/week (40 hours) unless pre-approved in writing by Company

**Expenses:** Reimbursable only if pre-approved in writing with receipts

### Invoicing Requirements:

- Itemized breakdown of day by task/project
  - Links to deliverables (GHL workflows, landing pages, copy docs, etc.)
  - Submitted via email to [Accounting Email]
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## 8. HIPAA / PHI RESTRICTIONS + TOOLS

### HIPAA Compliance:

Contractor **will not** access, store, transmit, or process Protected Health Information (PHI) unless:

1. A separate Business Associate Agreement (BAA) is executed, AND
2. Company grants explicit written authorization

### PHI Restrictions:

- **No PHI in non-HIPAA tools:** This includes AI tools (ChatGPT, Claude, etc.), personal email, Google Drive, Dropbox, or any non-approved system
- **Intake forms:** Collect only non-PHI information (name, contact info, language preference, best contact time, referral source)
- **Marketing communications:** No patient health information in marketing materials

### Tool Security:

Contractor will:

- Use only Company-approved systems (e.g., GHL, Company email/phone)
- Enable 2FA/MFA where available
- Not export lists, data, or patient information to personal storage
- Delete all Company data from personal devices within 48 hours of termination

### Teramind Monitoring (REQUIRED):

**Contractor MUST install and maintain Teramind monitoring software on all devices used for Company work.**

- **Purpose:** HIPAA compliance, security monitoring, and data loss prevention
- **Installation Deadline:** Within 48 hours of contract signing (before accessing any Company systems)
- **Requirements:**
  - Teramind must run continuously during all work hours
  - Contractor may not disable, uninstall, or circumvent Teramind
  - Teramind monitors screen activity, keystrokes, file transfers, and application usage
  - Company reserves the right to review Teramind logs for compliance and security purposes

- **Failure to Install:** Failure to install or maintain Teramind is grounds for immediate termination
  - **Privacy Notice:** Teramind only monitors activity on Company-issued accounts and during work hours; personal activity on personal accounts is not monitored
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## 9. CONFIDENTIALITY, IP OWNERSHIP, AND NON-SOLICITATION

### Confidentiality:

Contractor will protect Company confidential information, including but not limited to:

- Lists (referral partners, leads, patients)
- Pricing and financial data
- Strategy, SOPs, and internal processes
- Marketing copy, creative assets, and funnels
- Performance metrics and analytics

**Confidentiality obligations survive termination for 2 years.**

### IP / Work Product:

All workflows, copy, templates, dashboards, pages, automations, and related materials created by Contractor are "**work-made-for-hire**" and belong exclusively to Company.

Contractor assigns all rights, title, and interest in work product to Company upon creation.

### Non-Solicitation (12 Months):

For 12 months following termination, Contractor agrees **not to**:

1. **Solicit Company staff/contractors** for employment or engagement
  2. **Solicit Company customers/leads/partners** encountered through Company engagement for competing services
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## 10. INDEPENDENT CONTRACTOR STATUS

Contractor is an **independent contractor**, not an employee. Contractor is responsible for:

- All federal, state, and local taxes (including Mexican taxes if applicable)
- Self-employment taxes
- Business insurance
- Equipment and software (except Company-provided tools)

**No Benefits:** Contractor is not entitled to health insurance, paid time off, retirement benefits, or other employee benefits.

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## 11. TERMINATION

### At-Will Termination:

Either party may terminate this Agreement with **7 days written notice** (email acceptable).

### Immediate Termination for Cause:

Company may terminate immediately (no notice required) for:

- Confidentiality or HIPAA violation
- Fraud, dishonesty, or misrepresentation
- Repeated failure to deliver milestones
- Violation of professional conduct standards
- Use of PHI in non-HIPAA tools

### Upon Termination:

Contractor must, within **48 hours**:

1. Return all Company property and access credentials
  2. Deliver all work product (completed and in-progress)
  3. Delete Company data from personal devices
  4. Cease use of Company confidential information
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## 12. GOVERNING LAW

This Agreement is governed by the laws of the **State of Maryland** (or [State of Soleil entity]).

Venue for any disputes: **[County/State]**.

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## 13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations.

Amendments must be in writing and signed by both parties.

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## 14. SIGNATURES

COMPANY:

**SOLEIL PHARMACY, Inc / SOLEIL INFUSION**

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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CONTRACTOR:

**RYAN CHRISTMAS**

Name: Ryan Christmas

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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## EXHIBIT A: 90-DAY ROADMAP

Week 1-2 (Foundation):

- Onboarding: GHL access, brand guidelines, community research (Korean + Vietnamese)
- Deliverable: 2 bilingual landing pages (KR + VN) + 1 English master
- Deliverable: 2 booking calendars (New Infusion Consult + Return Infusion)
- Deliverable: Referral partner pipeline + referral kit page

## Week 3-6 (Scale):

- Launch bilingual booking funnels with SMS/email automation
- Instant confirmation, 24h + 2h reminders, missed-visit rescue
- Google review request post-visit
- Partner outreach sequences + referral tracking (UTM links)
- Weekly testing begins (A/B test headlines, CTAs, form fields)

## Week 7-12 (Optimization):

- Refine funnels based on performance data
- Social media content strategy for Korean + Vietnamese communities
  - **Pillar A (Proof):** "What to expect" videos, staff faces, facility tour, testimonials
  - **Pillar B (Process):** "How to book in 30 seconds," "what to bring," insurance/self-pay steps
  - **Pillar C (Offer):** "New patient infusion consult + same-week availability"
- Create Playbook + SOPs
- Deliver dashboard showing: leads → booked → showed → started treatment → repeat

## Success Criteria:

- Speed-to-Lead: <5 minutes
  - Booking Rate: 40%+
  - Show Rate: 80%+
  - No-Show %: <20%
  - Referral Partners Added: 10+ in 90 days
  - Referrals/Week: 5+ by Day 90
  - Referral → Booked %: 50%+
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## EXHIBIT B: SOCIAL MEDIA CONTENT STRATEGY (KOREAN + VIETNAMESE COMMUNITIES)

### Content Pillars:

#### **Pillar A: Proof (Trust)**

- "What to expect" videos (bilingual)
- Staff introductions (faces, credentials)
- Facility tour (clean, safe, comfortable)
- Patient testimonials (with consent, HIPAA-compliant)

## Pillar B: Process (Remove Friction)

- "How to book in 30 seconds" (bilingual tutorial)
- "What to bring to your appointment" (checklist)
- Insurance vs. self-pay steps (clear, simple)
- Parking and directions

## Pillar C: Offer (Direct Response)

- **Core Offer (30 days, don't rotate weekly):** "New patient infusion consult + same-week availability"
- Clear CTA: "Book Now" button linking to bilingual landing page
- Limited-time incentives (if applicable): "First consultation free" or "Same-week appointments available"

### Minimum Assets to Create:

- 2 bilingual landing pages (KR/VN) + 1 English master
- 2 booking calendars + automated reminders
- 1 partner referral page + downloadable referral checklist
- 1 dashboard showing: leads → booked → showed → started treatment → repeat

### Platform Strategy:

- **Facebook:** Community groups, local targeting (Korean + Vietnamese neighborhoods)
  - **Instagram:** Visual storytelling (facility, staff, patient success stories)
  - **Google My Business:** Reviews, photos, booking link
  - **WeChat / KakaoTalk (if applicable):** Direct messaging for Korean community
  - **Zalo (if applicable):** Direct messaging for Vietnamese community
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*This agreement prepared for Ryan Christmas, Direct Response Marketer, Soleil Infusion.  
Date: February 11, 2026*